

BSI-030US7

PATENT

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13

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Andrew H. Cragg : Art Unit: 3731
Serial No.: 10/087,320 : Examiner: V. Bui
Filed: March 1, 2002 :
FOR: INTRALUMINAL STENT AND GRAFT :

TERMINAL DISCLAIMER TO
OVERCOME DOUBLE PATENTING REJECTION

Honorable Assistant Commissioner of Patents and Trademarks
Washington, D.C. 20231

SIR:

I, Paul Prestia, represent that I am an attorney of record for this application and that I am authorized to execute this Terminal Disclaimer on behalf of the Assignee of this invention, which Assignee is

SCIMED Life Systems, Inc.
One SciMed Place
Maple Grove, Minnesota 55311-1566.

02/17/2004 EBROOKS 0000004 180350 10087326
01 FC:1814 116 110
The Assignee owns 100% of this invention by virtue of an assignment from the previous owner, Boston Scientific Technology, Inc. which obtained ownership by virtue of an assignment from MinTec, Inc. (recorded at Reel 8000, Frame 0405) which obtained ownership by virtue of an assignment from the original assignee, Endotech, Ltd. (recorded at Reel 7577, Frame 0160), which obtained ownership by virtue of an assignment from the inventor Andrew

H. Cragg (recorded at Reel 6602, Frame 0758), copies of all of which are attached.

The terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154, 155, 156 and 173 of prior U.S. Patent No. 5,683,448 and prior U.S. Patent No. 6,174,328 is hereby disclaimed, except as provided below.

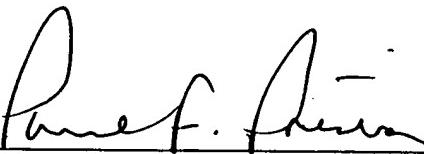
It is agreed that any patent so granted on this application (Serial No. 10/087,320) shall be enforceable only for and during such period that said patent shall be commonly owned with the said foregoing Patent, this agreement to run with any patent granted on this application (Serial No. 10/087,320) and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, disclaimant does not disclaim the terminal part of any patent granted on the instant application (Serial No. 10/087,320) that would extend to the expiration date of the full statutory term (as defined in 35 U.S.C. §§ 154, 155, 156 and 173) of said foregoing Patent, in the event that said foregoing Patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is terminated prior to expiration of its full statutory term, except for the separation of legal title stated above.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the Assignee identified above.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully Submitted,



Paul F. Prestia, Reg., No. 23,031
Attorney for Applicant

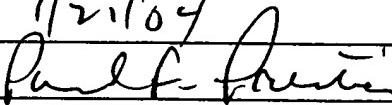
PFP/pb

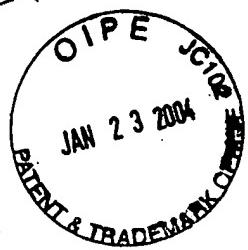
January 21, 2004

Enclosures: Assignment to Endotech
Assignment to MinTec
Assignment to Boston Scientific
Assignment to SCIMED Life Systems, Inc.

The Commissioner for Patents is hereby authorized to charge payment to Deposit Account No. 18-0350 of any fees associated with this communication.

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on:

1/21/04

Paul F. Prestia



PATENT

For: U.S. and/or Foreign Rights
For: U.S. Application;
 U.S. Provisional Application;
 U.S. Patent; or
 PCT Application
By: Inventors or Present owners

TRANSFER OF OWNERSHIP OF INVENTION

PREVIOUS TRANSFEROR:

Mintec, Inc.
Name

Address

Freeport, Grand Bahama

Bahamas
Nationality

transferred its ownership by virtue of an original transfer to Boston Scientific Technology, Inc.

Recorded on 06/17/1996

Reel 8000
Frame 0405

NEW TRANSFEROR:

Boston Scientific Technology, Inc.
Name

One Scimed Place
Address

Maple Grove, Minnesota 55311-1566

USA
Nationality

whose ownership arose by virtue of the above transfer, now transfers its ownership through intercompany consolidation agreement(s), including merger(s) to:

TRANSFeree:

SCIMED Life Systems, Inc.

Name

One Scimed Place

Address

Maple Grove, Minnesota 55311-1566

USA

Nationality

and the successors, assigns and legal representatives of the TRANSFEREE,
said ownership comprising

- the entire right, title and interest
- an undivided _____ percent (____ %) interest

for the United States and its territorial possessions

- and in all foreign countries, including all rights to claim priority,

in and to any and all improvements in the inventions disclosed and claimed in:

U.S. Application Serial No. 10/087,320 filed on March 1, 2002,
INTRALUMINAL STENT AND GRAFT;

U.S. Patent No. 5,405,377 issued April 11, 1995, **INTRALUMINAL STENT;**

U.S. Patent No. 5,683,448 issued November 4, 1997, **INTRALUMINAL STENT AND GRAFT;**

U.S. Patent No. 5,766,237 issued June 16, 1998, **METHOD OF REINFORCING A BODY VESSEL USING A INTRALUMINAL STENT;**

U.S. Patent No. 6,174,328 B1 issued January 16, 2001,
INTRALUMINAL STENT AND GRAFT;

U.S. Patent No. 6,387,122 B1 issued May 14, 2002, **INTRALUMINAL STENT AND GRAFT;**

and, in and to, all Letters Patent to be obtained for said inventions by the above application or any continuation, division, renewal, or substitute thereof, and as to Letters Patent any re-issue or re-examination thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

WARNING: Date of signing must be the same as the date of execution of the application if item (a) was checked above.

Date: X Dec. 29 2003
Date of signing

X

Luke R. Dohmen
Vice President and
Chief Patent Counsel, Cardiology
Scimed Life Systems, Inc.
Successor in the interest to
Boston Scientific Technology, Inc.

SEP 23 1996

RATNER & PRESTIA



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

SEPTEMBER 18, 1996

PTAS



100221549A

RATNER & PRESTIA
PAUL F. PRESTIA
500 N. GULPH ROAD
P.O. BOX 980
VALLEY FORGE, PA 19482

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/17/1996

REEL/FRAME: 8000/0405

NUMBER OF PAGES: 33

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
MINTEC, INC.

DOC DATE: 04/29/1996

ASSIGNEE:
BOSTON SCIENTIFIC TECHNOLOGY, INC.
ONE SCIMED PLACE
MAPLE GROVE, MINNESOTA 55311-1566

SERIAL NUMBER: 08312881
PATENT NUMBER:

FILING DATE: 09/27/1994
ISSUE DATE:

SERIAL NUMBER: 08462272
PATENT NUMBER:

FILING DATE: 06/05/1995
ISSUE DATE:

SERIAL NUMBER: 08461402
PATENT NUMBER:

FILING DATE: 06/05/1995
ISSUE DATE:

SERIAL NUMBER: 08478181
PATENT NUMBER:

FILING DATE: 06/07/1995
ISSUE DATE:

SERIAL NUMBER: 08463981
PATENT NUMBER:

FILING DATE: 06/05/1995
ISSUE DATE:

SERIAL NUMBER: 08463991
PATENT NUMBER:

FILING DATE: 06/05/1995
ISSUE DATE:

SERIAL NUMBER: 08477076
PATENT NUMBER:

FILING DATE: 06/07/1995
ISSUE DATE:

SERIAL NUMBER: 08465653
PATENT NUMBER:

FILING DATE: 06/05/1995
ISSUE DATE:

SERIAL NUMBER: 08485015
PATENT NUMBER:

FILING DATE: 06/07/1995
ISSUE DATE:

SERIAL NUMBER: 08344524
PATENT NUMBER:

FILING DATE: 11/23/1994
ISSUE DATE:

SERIAL NUMBER: 08461514
PATENT NUMBER:

FILING DATE: 06/05/1995
ISSUE DATE:

SERIAL NUMBER: 08317763
PATENT NUMBER:

FILING DATE: 10/04/1994
ISSUE DATE:

SERIAL NUMBER: 08461513
PATENT NUMBER:

FILING DATE: 06/05/1995
ISSUE DATE:

SERIAL NUMBER: 08463987
PATENT NUMBER:

FILING DATE: 06/05/1995
ISSUE DATE:

SERIAL NUMBER: 07839911
PATENT NUMBER: 5405377

FILING DATE: 02/21/1992
ISSUE DATE: 04/11/1995

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9501466

FILING DATE:
ISSUE DATE:

LAWAN FLETCHER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED

06-27-1996

1160 50 / PATENT ONLY
DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUN 17 1993

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ed original documents or copy thereof

RECEIPT AGCT INC. DIV.

To the Honorable Commissioner of Patents and Trademarks

RECEIVED
U.S. PATENT AND TRADEMARK OFFICE
JAN 23 2004

1. Name of conveying party(ies): MinTec, Inc.

2. Name and address of receiving party(ies):

Name: Boston Scientific Technology, Inc.

Internal Address:

Street Address: One SCIMED Place

City: Maple Grove State: MN ZIP: 55311-1566

Additional name(s) & address(es) attached? YES NO

3. Nature of CONVEYANCE:

- Assignment
 Security Agreement
 Other

- Merger
 Change of Name

Execution Date: April 29, 1996

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application Number(s)

B. Patent Number(s) 5,405,377

08/312,881; 08/463,981; 08/485,015; 08/317,763
 08/462,272; 08/463,991; 08/344,524; 08/461,513
 08/461,402; 08/477,076; 08/461,514; 08/463,987
 08/478,181; 08/465,653; PCT/US95/01466

Additional number(s) attached? YES NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul F. Prestia

Internal Address: Ratner & Prestia

Street Address: 500 N. Gulph Road, P.O. Box 980
City: Valley Forge State: PA ZIP: 19482

6. Total number of applications and patents involved: 16

7. Total fee (37 CFR 3.41): \$ 640.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 18-0350

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Allan M. Wheatcraft
Name of Person Signing

36,307

Reg. No.

Signature

Date

Total number of pages including cover sheet, attachments, and document: 33

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

050 TL 06/24/96 08312881 Commissioner of Patents and Trademarks 800.00 CK

Box Assignments

Washington, D.C. 20231

PATENT ASSIGNMENT

WHEREAS, MinTec Inc., a corporation organized and existing under and by virtue of the laws of Turks and Caicos Islands, and having a place of business at Freeport, Grand Bahama, Bahamas (hereinafter "MinTec"), is the owner of the entire right, title and interest in and to U.S. Patent Application Serial No. 08/478,181, filed June 7, 1995, entitled INTRALUMINAL STENT AND GRAFT, and the inventions disclosed therein, by virtue of an Assignment which was recorded with the U.S. Patent and Trademark Office at Reel 6602, Frame 0757;

WHEREAS, Boston Scientific Technology, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having a place of business at One SCIMED Place, Maple Grove, Minnesota 55311-1566 (hereinafter "Assignee"), desires to acquire from MinTec the entire right, title and interest in and to said inventions, said application, and all patents which may in the future be issued for said inventions and from said application;

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth below and in related contractual undertakings of the parties hereto, including one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, MinTec agrees as follows:

1. MinTec hereby grants, to Assignee, MinTec's entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in said inventions, said patent application, and all patents which may in the future be issued for said inventions and said application, and in and to all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said inventions, and all letters patent and reissues thereof, issued or issuing for said inventions in the United States of America and in any and all foreign

countries and all rights acquired by MinTec in prior assignments to MinTec of the property assigned hereunder.

2. Upon request of Assignee or its successors or assigns or a legal representative thereof, MinTec shall supply all information and evidence of which it or any of its employees or agents has knowledge or possession, relating to the making and practice of said inventions, to have its officers or employees testify in any legal proceeding relating thereto; execute all instruments proper to patent the inventions in the United States of America and foreign countries in the name of Assignee; and execute all instruments proper to carry out the intent of this instrument.

3. MinTec hereby assigns to Assignee all of MinTec's rights relating to the obligations imposed on the inventors of said inventions by the above-referenced Assignment.

4. MinTec hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent, which issue from said application, to Assignee or its successors and assigns, as the owner of all right, title and interest therein.

IN WITNESS WHEREOF, MinTec has placed its signature hereon this 29th day of April, 1996.

MinTec Inc.

By: [Signature]

Name: Dr. George Goicoechea

Title: President

ASSIGNMENT

WHEREAS, EndoTech, Limited, a Guernsey Corporation (hereinafter referred to as "ASSIGNEE") is the assignee of record of the U.S. Patent and Patent Applications listed below:

- (1) U.S. Patent No. 5,405,377, entitled INTRALUMINAL STENT, issued April 11, 1995;
- (2) U.S. Patent Application No. 08/344,524, entitled INTRALUMINAL STENT AND GRAFT, filed November 23, 1994;
- (3) U.S. Patent Application No. 08/477,076, entitled INTRALUMINAL STENT AND GRAFT, filed June 7, 1995; and
- (4) U.S. Patent Application No. 08/478,181, entitled INTRALUMINAL STENT AND GRAFT, filed June 7, 1995;

WHEREAS, ASSIGNEE, MinTec Inc., a Turks and Caicos Islands Corporation, having a place of business at Peel Street, Freeport, Grand Bahama, Bahamas, is desirous of acquiring the entire interest in and to said U.S. Patent and Patent Applications;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, intending to be legally bound, does hereby sell, assign and transfer to ASSIGNEE ASSIGNEE'S entire right, title and interest, for the United States of America, its territories and possessions, in said Patent and Patent Applications, and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said inventions, and all letters patent, and reissues thereof, issuing for said inventions in the United States of America and in any and all foreign countries.

It is agreed that ASSIGNEE shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practice of the invention covered by said Patent, to testify in any legal proceeding relating thereto, to execute all instruments and do such other acts as may be necessary and proper to patent said inventions in the United States of America and foreign countries in the name of the ASSIGNEE and to execute all instruments necessary and proper to carry out the intent of this instrument.

- 2 -

ASSIGNOR hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN WITNESS WHEREOF, this Assignment is executed on the day indicated below.

ASSIGNOR:

ENDOTECHE, LIMITED

By:

I. M. Burns

Type or Print Name

Title: DIRECTOR

Date: 30th November 1995.

Witness as to ASSIGNOR: (optional) _____



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

DATE: 08/06/93
TO:

N02B

VASILIOS D. DOSSAS
TILTON, FALLON, LUNGmus & CHESTNUT
100 SOUTH WACKER DRIVE, STE. 960
CHICAGO, IL 60606

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SEP 7 1993

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231

ASSIGNOR:

CRAGG, ANDREW H.

DOC DATE: 06/16/93

RECORDATION DATE: 06/23/93 NUMBER OF PAGES 002 REEL/FRAME 6602/0757

DIGEST : ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE:

ENDOTECH LTD.
GUERNSEY, CHANNEL ISLAND

SERIAL NUMBER 8-025957 FILING DATE 03/03/93
PATENT NUMBER ISSUE DATE 00/00/00

Jacqueline E. Moore

EXAMINER/PARALEGAL
ASSIGNMENT BRANCH
ASSIGNMENT/CERTIFICATION SERVICES DIVISION



Recordation Form Cover Sheet
PATENTS ONLY

10 - 381

A/D

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To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

JUL 15 1993

APPLICATION DIVISION

1. Name of conveying party(ies):
Andrew H. Cragg

2. Name and address of receiving party(ies):
Name: EndoTech Ltd.

Internal Address: _____

Additional names attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: _____

Execution Date: June 16, 1993

City: Guernsey Country: Charnel Island
Additional names attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

08/025,957

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and patents involved: One (1)

Name: Vasilios D. Dossas

Internal Address: Tilton, Fallon,
Lungmus & Chestnut

7. Total fee (37 CFR 3.41) \$40.00

Street Address: 100 South Wacker

X Enclosed

Drive, Ste. 960

Authorized charge to deposit account

City: Chicago State: IL Zip: 60606

8. Deposit account number:
20-1111 (Attach duplicate copy of page)

040 TD 07/14/93 08025957

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1 581 40.00 CK

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Vasilios D. Dossas

Name of person signing

Vasilios Dossas

Signature

6-23-93

Date

Total number of pages comprising cover sheet: 1

2

93372780

ASSIGNMENT

WHEREAS, I, ANDREW H. CRAGG have invented certain new and useful improvements in

INTRALUMINAL STENT AND GRAFT

as described or intended to be described and set forth in application Serial No. 025,957, filed March 3, 1993; and

WHEREAS, ENDOTECH LTD., a Guernsey, Channel Island corporation having a place of business at Guernsey, Channel Island is desirous of acquiring the entire right, title, and interest in and to said invention, improvements, application and any Letters Patent which may be granted therefor or thereupon, together with any and all divisions, continuations, reissues and extensions thereof:

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of One Dollar (\$1.00) to me in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, the said ANDREW H. CRAGG, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said ENDOTECH LTD., its successors and assigns, the entire right, title and interest in and to said invention, improvements, application Serial No. 025,957, filed March 3, 1993, and any Letters Patent which may be granted therefor or thereupon, together with any and all divisions, continuations, reissues and extensions thereof, all my foreign rights to said invention, and all my rights under the International Convention in respect to said invention and application, and authorize the said ENDOTECH LTD. to apply for patents in foreign countries, claiming the filing date of the U.S. application under the provisions of the International Convention. And I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict here-with. And I hereby agree to communicate to the said ENDOTECH LTD., or its representatives any facts known to us respecting said invention and improvements, to testify in any legal proceeding relating thereto, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and in addition to execute any and all documents that may be required in order that the said ENDOTECH LTD. may make application for Letters Patent on said invention in foreign countries in its own name. And I do hereby authorize and request the Commissioner of Patents and Trademarks and any official of any country or countries foreign to the United States whose duty it is to issue patents of applications as aforesaid, to issue any Letters Patent which may be granted for or upon said invention or applications unto the said ENDOTECH LTD., its successors and assigns, in accordance with this assignment.

Dated: June 16, 1993

Andrew H. Cragg REC'D
Andrew H. Cragg & TRADEMARK OFFICE

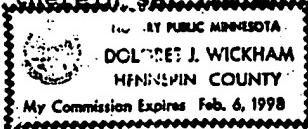
STATE OF Minnesota:

JUN 23 93

COUNTY OF Hennepin:

: ss

On this 16th day of June, 1993, before me personally came the above-named ANDREW H. CRAGG, to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that the execution of the same was of that person's own free will for the use and purposes therein set forth.



Dolph J. Wickham

Notary Public